

AMENDMENT AGREEMENT, dated as of January 2, 1974,
among Seaboard Coast Line Railroad Company (hereinafter called the
Railroad), B. H. Hansen (hereinafter called Hansen) and Commercial
Bank, Thomasville, Georgia (hereinafter called the Assignee).

WHEREAS, the Railroad and Hansen have entered into a Con-
ditional Sale Agreement dated as of March 15, 1973 (hereinafter called
the Conditional Sale Agreement);

WHEREAS, Hansen and the Assignee have entered into an Agree-
ment and Assignment dated as of March 15, 1973 (hereinafter called the
Agreement and Assignment);

WHEREAS, the Conditional Sale Agreement and the Agreement
and Assignment were filed and recorded with the Interstate Commerce
Commission pursuant to Section 20c of the Interstate Commerce Act
on March 28, 1973, at 2:50 p.m., and were assigned Recordation No.
6978; and

WHEREAS, the parties hereto now desire to amend the Con-
ditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual covenants
and agreements herein contained, the parties hereto hereby agree as
follows:

6978-A
RECORDATION NO. _____ Filed & Recorded

JAN 22 1974 -9 55 AM

INTERSTATE COMMERCE COMMISSION

1. Schedule A attached to the Conditional Sale Agreement is hereby amended to read, in its entirety, as follows:

SCHEDULE A TO CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Quantity</u>	<u>Railroad's Road Numbers</u>	<u>Estimated Unit Purchase Price</u>	<u>Estimated Total Purchase Price</u>	<u>Time of Delivery</u>
200-ton wrecking cranes	2	SCL 771200 and SCL 771201	\$250,000	\$ 500,000	March, 1973
steel caboose cars	45	SCL 01150- SCL 01194, both incl.	\$ 28,234	\$1,270,530	November, 1973- September, 1974
200-ton wrecking cranes	2	SCL 771202 and SCL 771203	\$250,000	\$ 500,000	May, 1974
wheel truing machine	1	-	\$180,000	\$ 180,000	January, 1974

2. Article 4 of the Agreement and Assignment is hereby amended to read, in its entirety, as follows:

4. Hansen covenants and agrees that, at the time of delivery of each unit of the Equipment to the Railroad, there will be plainly, distinctly, permanently and conspicuously marked on each side thereof the following legend, in letters not less than one inch in height:

COMMERCIAL BANK, THOMASVILLE,
GEORGIA, AGENT — SECURITY OWNER

3. Article 3 of the Conditional Sale Agreement is hereby amended to read, in its entirety, as follows:

3. Purchase Price and Payment. The Railroad agrees to make payment in cash to Hansen, subject to the conditions hereinafter set forth. Settlement shall be made between the Railroad and Hansen for the cost of the Equipment on not more than seven Closing Dates, the first of which shall be held on March 30, 1973 (the Equipment settled for on each Closing Date being hereinafter called a "Group"). The term "Closing Date" with respect to all after the first Group shall mean such date not more than ten business days after receipt by the Railroad of invoice for the Group.

The term "business days" as used herein shall mean calendar days, excluding Saturdays, Sundays, and holidays observed by banks in the Cities of Thomasville, Georgia, or Richmond, Virginia.

Upon delivery of each Group, as conclusively evidenced by the delivery of one or more Certificates of Acceptance in respect thereto, such Group shall be invoiced by Hansen to the Railroad and the Railroad agrees to pay the Purchase Price per unit for the Equipment as set forth in Schedule A hereto (which price is hereinafter called the "Purchase Price"), included in such Group, in ten (10) consecutive equal semi-annual installments of \$245,053 each (hereinafter called the "Conditional Sale Indebtedness").

Said ten (10) consecutive equal semiannual installments should be paid March 30 and September 30 of each year, commencing September 30, 1974, in each case together with interest, as hereinafter determined, on the aggregate unpaid balance of the Conditional Sale Indebtedness accruing from the Closing Date with respect to such Group, payable semiannually, commencing September 30, 1973. Interest payable hereunder shall accrue at the rate per annum of 3/8% over the Prime Rate, as hereinafter defined, in effect each day with respect to the amount equal to the aggregate of the ten such installments to the extent remaining unpaid, except that the Prime Rate in effect on the tenth day preceding payment of such installments

shall apply during such ten-day period. The term "Prime Rate" shall mean the lowest minimum lending rate publicly quoted by the Commercial Bank, Thomasville, Georgia, to substantial and responsible commercial borrowers for short-term loans.

The Railroad may, at its option, prepay at any time the unpaid balance of the Conditional Sale Indebtedness on any Group, together with unpaid interest accrued on such balance to the date of such payment.

Interest under this Agreement shall be determined on the basis of a 360-day year of twelve 30-day months.

The Railroad shall pay interest upon all amounts remaining unpaid after the same shall become due and payable but prior to the Declaration of Default as referred to in Article 17 hereof at the rate of one per cent per annum above the rate of interest applicable to such unpaid indebtedness pursuant to Article 3 hereof.

4. The Agreement and Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

5. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 21 of the Conditional Sale Agreement.

6. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

7. Although this Amendment Agreement is dated for convenience as of January 2, 1974, the actual date or dates of execution hereof by the parties hereto is or are, respectively, that date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

SEABOARD COAST LINE RAILROAD
COMPANY

[Corporate Seal]

By Leonard G. Anderson
Vice President and Treasurer

Attest:

J. F. Williams
Assistant Secretary

B. H. HANSEN

By B. H. Hansen

COMMERCIAL BANK

[Corporate Seal]

By A. G. Hutchings
Executive Vice President

Attest:

Wm. H. ...
Assistant Cashier

COMMONWEALTH OF VIRGINIA)
) ss
CITY OF RICHMOND)

On this 8th day of January, 1974, before me personally appeared Leonard G. Anderson, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]


Notary Public

My commission expires July 12, 1974.

COMMONWEALTH OF VIRGINIA)
) ss
CITY OF RICHMOND)

On this 8th day of January, 1974, before personally appeared B. H. HANSEN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[Notarial Seal]


Notary Public

My commission expires July 12, 1974.

STATE OF GEORGIA)
) ss
COUNTY OF THOMAS)

On this *14th* day of January, 1974, before me personally
appeared *D. G. HUTCHINGS* , to me personally known,
who, being by me duly sworn, says that he is Executive Vice President
of COMMERCIAL BANK, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, that said instru-
ment was signed and sealed on behalf of said corporation by authority
of its Board of Directors, and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said corporation.

Charles H. Watt, III

Notary Public

[Notarial Seal]

My commission expires

CHARLES H. WATT, III
NOTARY PUBLIC, THOMAS COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 30, 1977